

Licensor Site Name Number: Webster 1 - 23914

Licensor Contract Number: 953880

Licensee Site Name Number: Hernando Site Two (2) Treiman Rd. - American Two (2) Teriman Rd

## **FIRST AMENDMENT TO LICENSE AGREEMENT**

This First Amendment (the "First Amendment") to that certain License Agreement dated May 19, 2022 by and between American Towers LLC, and Hernando County, Board of County Commissioners (the "Agreement") is made and entered into as of the latter signature date hereof, by and between American Towers LLC, a Delaware limited liability company (the "Licensor") and Hernando County, Board of County Commissioners (the "Licensee") (collectively, the "Parties").

### **RECITALS**

WHEREAS, Licensor owns a certain communications tower on a certain parcel of land located at 7052 Treiman Blvd., Webster Florida 33597-9271 more commonly known to Licensor as the Webster 1, FL tower site (the "Tower Facility"); and

WHEREAS, Licensor and Licensee entered into the Agreement for the use of a certain portion of the Tower Facility; and

WHEREAS, the Parties desire to modify the Commencement Date of the Agreement.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) Licensor and Licensee agree and acknowledge that the definition of Initial Term within Section IV Fees & Term of the Agreement shall be deleted in its entirety and replaced with the definition below in italics.

*"Initial Term: A period of ten (10) years beginning on the Commencement Date. The "Commencement Date" shall be July 1, 2022."*

- 2) The Parties agree that (i) a digital or electronic signature on this First Amendment and or (ii) a fully executed scanned or electronically reproduced copy or image of this First Amendment shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, manually executed counterpart of this First Amendment and without the requirement that the unavailability of such original, manually executed counterpart of this First Amendment first be proven.
- 3) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 4) All other terms and provisions of the Agreement remain in full force and effect.

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**IN WITNESS WHEREOF**, the Parties hereto have set their hands to this First Amendment to that certain License Agreement as of the day and year written below:

**LICENSOR:**

American Towers LLC, a Delaware limited liability company

**LICENSEE:**

Hernando County, Board of County Commissioners

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

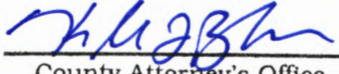
Date: \_\_\_\_\_

By:  \_\_\_\_\_

Name: John Allocco

Title: Chairman

Date: July 11, 2023

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY  \_\_\_\_\_  
County Attorney's Office